

Contract no. 1432

T

L A B O R A G R E E M E N T

NEW JERSEY COUNCIL 52

A.F.S.C.M.E. AFL-CIO, LOCAL 2903

AND

FREE PUBLIC LIBRARY

OF

THE CITY OF PATERSON, NEW JERSEY

JANUARY 1, 1991 - JUNE 30, 1993

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	3
I	RECOGNITION	4
II	UNION SECURITY	5
III	HOURS OF WORK	9
IV	REPORTING TIME	14
V	SENIORITY	16
VI	WORK FORCE CHANGES	17
VII	PERSONNEL FILES - EVALUATIONS	21
VIII	HOLIDAYS	23
IX	VACATIONS	25
X	PAID LEAVES	28
XI	SICK LEAVES	30
XII	UNPAID LEAVES OF ABSENCE	33
XIII	SALARY AND LONGEVITY	36
XIV	HEALTH BENEFITS	38
XV	PART-TIME EMPLOYEES	40
XVI	SETTLEMENT OF DISPUTES	41
XVII	DISCIPLINE AND DISCHARGES	46
XVIII	GENERAL PROVISIONS	47
XIX	SAVINGS CLAUSE	50
XX	MANAGEMENT RIGHTS	51
XXI	NO STRIKES	52
XXII	TOTAL AGREEMENT	53
XXIII	TERM AND RENEWAL	54

PREAMBLE

This Agreement entered by the Free Public Library of the City of Paterson, New Jersey, hereinafter referred to as the Employer, and New Jersey council 52 and its affiliate, Local 2903, Paterson Public Library Employees, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has at its purpose the promotion of harmonious relations between the Library and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference, and the establishment of rates of pay, hours of work and other condition of employment.

ARTICLE I
RECOGNITION

Section 1. Definition of Bargaining Unit.

Pursuant to the Public Employment Relations Act, the Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries/wages, hours and other conditions of employment and the administration of grievances arising herewith for the term of the Agreement for all Professional and Non-Professional, full-time and part-time employees employed by the Free Public Library of Paterson but excluding only Library Director, Assistant or Deputy Library Director, Supervising Librarian, Supervising Library Technician, Senior Public Information Assistants, Building Superintendent, Building Maintenance Foreman, Principal Clerk Stenographer, Senior Accountant, Administrative Clerk-Typist, and Craft Employees, as defined by the Public Employment Relations Act.

ARTICLE II

UNION SECURITY

Section 1. Check-off of Union Dues.

The Employer agrees to deduct the Union dues, in an amount certified by the Union, in twenty-six (26) equal payments, from all employees who execute a written authorization in accordance with N.J.S.A. 2:14-15.9e, the deduction shall be made each pay period. The total of such deduction, together with the form supplied by the Union, including the name of the employees from whom dues have been deducted, shall be remitted to Council 52, AFSCME, 516 Johnston Avenue, Jersey City, New Jersey, 07304, by the fifteenth (15th) of each month following such deductions.

Section 2. Notification on New Employees.

The Employer, upon request, will furnish to the Union each month, a list of new employees hired, their job classifications, home addresses, and whether their employment is on a permanent, provisional, or temporary basis.

Section 3. Bulletin Boards.

The Employer agrees to provide, for the exclusive use of the Union, one-half (1/2) of the existing bulletin boards to post notices and other Union information at each work location. Such notices shall bear the Union Seal or the Union Letterhead.

Section 4. Access to Premises.

The Employer agrees to permit representatives of the International Union, the Union Council and the Local Union, with the prior approval of the Library Director or his/her designee, to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees. Approval shall not be unreasonably denied.

Section 5. Union Rights.

The Library agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Library or any Library representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

Section 6. Union Meetings.

a. The Employer shall permit the Union to use its premises for Union meetings provided that such meetings do not interfere with the performance of duties assigned to the employees and the premises are not otherwise in use. Such meetings may, at the Union's request, be scheduled at times when the Library is closed to the public, at no additional expense to the Employer.

b. Notices of all meetings shall be submitted to the Library Director at least forty-eight (48) hours in advance, stating the time and place of the meeting.

Section 7. Aid to Other Unions.

The Employer agrees not to aid or promote any labor group or organization.

Section 8. Membership Packets.

The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement as well as other material mutually agreed to by the Employer and the Union. The Union agrees to distribute such membership packets to new employees during the initial phase of employment, at times when these employees are not engaged in the performance of their duties.

Section 9.

Dues deduction for any employee in the bargaining unit shall be limited to AFSCME, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal has been filed timely.

Section 10. Representative Fee.

a. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

b. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

c. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

d. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

e. The Employer shall remit the amounts deducted to the Union monthly on or before the fifteenth (15th) of the month following the month in which such deductions were made.

f. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4 (2) (c) and (3) (L. 1979, C. 477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

g. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

ARTICLE III
HOURS OF WORK

Section 1. Regular Hours.

The regular hours of work each day shall be consecutive. Reference to consecutive hours of work in the balance of this Article shall be construed to exclude lunch periods.

Section 2. Work Week.

The work week for all employees shall consist of five (5) seven (7) hour days, Monday through Saturday, inclusive for a total of thirty-five (35) hours, exclusive of one (1) hour lunch period per shift.

Section 3. Work Day.

Consecutive hours of work within the twenty-four (24) hour period shall constitute the regular work day. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, except as may be otherwise stated within this Agreement.

Section 4. Work Schedules.

a. Work schedules showing the employees' shifts, work days and hours shall be posted at each work location.

b. Work schedules shall not be changed arbitrarily or capriciously. Any proposed changes will be discussed by the Employer and the Union in advance of implementation.

c. Except for emergencies, any employee who is scheduled to report for work and who presents him/herself for work as scheduled shall be assigned work on the job for which he/she was scheduled.

However, when daily emergencies occur, volunteers will be solicited first. In the event no one volunteers, employees will be assigned on a rotational basis, according to inverse seniority.

d. Work schedules for employees taking courses may be adjusted by the Library Director. The Library Director may not unreasonably deny said adjustment.

Section 5. Weekend Work.

a. Except for part-time employees, Saturday work shall be scheduled on a rotational basis, among the employees in each branch and every department to insure that all full-time employees will have at least every other Saturday off. However, employees may volunteer to work contrary to the provisions of this paragraph.

b. Sunday work shall be voluntary. However, when there are an insufficient number of volunteers, there may be involuntary Sunday employees on a rotational basis in inverse seniority order within each job classification.

c. No full-time employee in the bargaining unit shall be required to work every weekend, regardless of the circumstances, unless the employee volunteers to do so, except for the vacation period from the last week in June through the first week in September.

Section 6. Excused Failure to Report to Work.

Whenever possible the decision to close the Library system because of snow conditions will be made and the telephone chain begun no later than 7:00 AM. Those determining whether or not to close the system will base their decision on such factors as road conditions which make it inadvisable for employees and public safety to open, weather reports

for North Jersey, amount of snow fall and length of time snow has been falling. The Library system will be closed whenever the Library Director or his/her designee determines that dangerous road conditions exist.

Section 7. Emergency Closing

a. In case of emergency closing due to such factors as excessive temperature or inclement weather, an employee who is otherwise available for work shall receive a full day's pay without loss of sick, vacation, or personal leave. If an emergency closing occurs during the course of an employee's work shift, the employee shall be reassigned if more than one (1) hour remains in the employee's shift.

b. If, due to an emergency, the Library closes and the employees are sent home or are instructed to remain home without loss of pay, maintenance employees who are required to remain at or report to work will be compensated with time off, hour for hour, in addition to receiving regular pay for the day.

If the system has not been ordered closed, then employees who can only get to a Library by car and consider road conditions in their locality make it unsafe for them to drive must make it their own decision whether to drive or not. If the Library has not been officially closed for the day, then such time may be changed to:

1. Plus Time
2. Personal Days Off
3. Vacation Time
4. Sick Time, if out 1, 2, 3

If the employee has no plus time, personal days, vacation or sick time left, then the time is lost time and will be docked from the employee's pay.

d. Those staff members who do not wish to drive or bus because of road conditions, but may be within walking distance of a branch library should report to work at their nearest branch library irrespective of their regular work assignments. Staff members reporting to work in such conditions at their nearest branch will be given credit for working.

e. The Library shall endeavor to maintain room temperature between 68 and 78 degrees at all the Library locations. No employee shall be assigned to a work location where the temperature is above 85 or below 65 degrees. When temperatures exceeds these contractual limits, the Director shall declare all emergency closing of the facility.

Section 8. Rest Periods.

All employees' work schedules shall provide for a ten (10) minute rest period during each one-half (1/2) shift for a total of two (2) rest periods per day. Employees and Supervisors may mutually agree on the scheduling of rest periods.

Section 9. Lunch Periods and Meals.

a. All employees covered by this Agreement shall have a lunch period of one (1) hour each shift [with the exception of those working in Technical Processing where employees may elect to take a on-half (1/2) hour lunch period and then leave one-half (1/2) hour early.]

Employees are not allowed to use their daily one (1) hour lunch period for making up any lost time as a result of tardiness.

b. If, in any branch, an employee is alone in the Library when his or her lunch period is due, he or she shall receive the lunch period in accordance with paragraph (a) of this section. The employee may close the branch for the duration of his or her lunch period with the permission of the Branch Coordinator or his/her designee. Permission may not be unreasonably withheld.

ARTICLE IV

REPORTING TIME

Section 1. Call-In-Time.

a. Any employee called for emergency duty in addition to or outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1 1/2).

b. Under no circumstances shall an employee be sent home during his/her regularly scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or anytime thereafter.

Section 2. Premium Rates of Pay.

a. All employees shall receive time and one-half (1 1/2) their regular hourly rate of pay in compensatory time off for all work performed in excess of seven (7) hours in any work day; all work performed in excess of thirty-five (35) hours in any work week; and all work performed before or after any scheduled work shift.

b. However, overtime after the fortieth (40th) hour in any work week shall be paid in cash at the rate of time and one-half (1 1/2), pursuant to the Fair Labor Standards Act, as amended.

c. Sunday work will be paid at the rate of double time (2x) the employee's regular hourly rate in compensatory time off for all hours worked or in cash, the option to be the employee's.

d. There shall be no pyramiding of these premium rates of pay.

e. Any employee required to work four (4) hours of overtime following his/her regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

Section 3. Distribution.

Overtime work shall be distributed equally to employees in the same job classification and within a department or unit subdivision on a rotational basis, beginning with the employee with the most seniority.

Section 4. Work at Employee's Option.

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. However, if there are no volunteers, the employees shall be assigned overtime work in inverse order of seniority.

Section 5. Overtime Pay.

All overtime work shall be paid for promptly, no later than the next regular payroll check following the pay period in which the overtime is worked.

ARTICLE V

SENIORITY

Section 1. Definition.

Seniority means an employee's length of continuous service with the Library since his/her last date of hire.

Section 2. Seniority Lists.

A copy of the seniority list shall be furnished to the Local Union every six (6) months. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

Section 3. Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his/her record.

ARTICLE VI

WORK FORCE CHANGES

Section 1. Promotion and Filling Vacancies..

a. The term promotion means the advancement or reassignment of an employee to a higher paying position which is not of a temporary situation.

b. Notice of vacancies in existing or new job classifications shall be posted on all bulletin boards within ten (10) calendar days stating the job classifications, locations, rate of pay and job requirements.

c. Employees interested in open positions, including employees on layoff, shall within the ten (10) day period make a written request for such positions to the Library Director or his/her designee.

d. Should the promotion or reassignment be of a permanent nature then the Employer shall fill such positions from an appropriate Civil Service list and in accordance with existing Civil Service Rules and Regulations. However, the Employer shall not refrain from selecting the highest scores, in rank order, arbitrarily or capriciously.

Section 2. Temporary Job Openings.

If an employee is assigned to a temporary job opening, he/she shall, if such opening pays a higher rate than his/her own job title, receive the higher rate after thirty (30) consecutive days. If such a temporary job assignment pays a lower rate than the employee's regular

rate of pay, he/she shall nevertheless continue to receive the higher rate of his/her own job title.

Section 3. Layoff.

a. In the event the Employer plans a layoff of employees for any reason, the Employer shall meet with the Union to review such layoff at least two (2) weeks prior to the date such action is to be taken.

b. When such action takes place, it shall be accomplished by laying off any temporary, C.E.T.A and probationary employees first, after this, provisionals would be laid off. Should it be necessary to further reduce the work force, then regular employees shall be laid off in inverse order of seniority in title. For the purpose of layoff, provisionals with more than five (5) years of service with the employer will be considered regular employees. Nothing in this paragraph shall compel the Employer to violate Civil Rights Laws.

c. The Employer shall forward a list of those employees being laid off to the Local Union Secretary and President on the same date that the notices are sent to the employees.

d. Permanent employees to be laid off will have at least forty-five (45) calendar days notice of layoff. All other employees will receive as much notice as possible, but not less than two (2) weeks.

e. When an employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her seniority right to bump, or replace an employee with less seniority. Such employee may, if he/she so desires, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he/she bumps.

classification provided the bumping employee has greater seniority than the employee whom he/she bumps.

Section 4. Recall.

a. When the work force is increased after a layoff, employees will be recalled according to seniority in title. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing the notices of recall, he/she shall be considered a quit. Recall rights for an employee shall expire after one (1) year from the date of layoff.

b. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

Section 5. Transfers.

a. Employees desiring to transfer to other jobs shall submit an application in writing to the Library Director. The application shall state the reason for the requested transfer.

b. Employees requesting transfer because of the elimination of their job shall be transferred to the same job on the basis of seniority and may be transferred to any other job of an equal classification.

c. The Employer should send a transfer notice to:

1. Person to be transferred and why
2. Person's present supervisor
3. Person's new supervisor
4. Union President

Section 6. Consolidation or Elimination of Jobs.

a. It is understood and agreed that the Library will notify the Union immediately, in writing, of any major decisions involving a change in the operations of its facilities, whether such decision involves a partial or total closure or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facilities or operation.

b. Except as otherwise agreed to by the Union, the Library shall not take any action to effectuate or implement any such change, where such action would effect the employees covered by this Contract, for a period of at least forty-five (45) days from the date of such notice.

c. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Library. An employee transferred as a result of the application of this provision shall be given reasonable training, not to exceed sixty (60) days to perform satisfactorily the job to which he/she is transferred.

ARTICLE VII

PERSONNEL FILES - EVALUATIONS

Section 1. Evaluations.

a. Duplicate copies of evaluations by Supervisors will be given to the respective employee as per Civil Service Rule 4:1-20.2

b. Each employee shall be notified of his/her performance and shall have the opportunity to review such evaluation with his or her supervisor.

c. Evaluations shall be uniform in terms of form and criteria used.

d. All employees will be evaluated within a thirty (30) day period at the same time.

Section 2.

a. Employees during the first ninety (90) days of their employment will be evaluated after sixty (60) days of employment. If satisfactory, they will be covered under Section 1 of this agreement.

Section 3. Review of Personnel Folder.

a. Any employee shall have the right, upon request, to review the contents of his/her personnel file which deals with performance, except letters of recommendation. Such a review must take place in the presence of the Library Director or his/her designee. A Union representative may also be present. Obsolete material should be destroyed with the mutual consent of the Library Director and the employee.

b. The employee shall initial documents dealing with performance; but, those initials show only that the employee has reviewed the material and do not signify agreement or disagreement.

c. The employee shall have the right to respond, in writing, to any document relating to performance and such response shall become a part of his/her personnel file if made within ten (10) days of the employee's initialing, as described in (b) above. A copy of each document placed in an employee's file, subsequent to the signing of the Agreement, shall be given to the employee.

d. An employee reserves the right to grieve as well as respond to any material in his/her personnel file which dates from the effective date of this Contract.

ARTICLE VIII

HOLIDAYS

Section 1.

a. The following shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
July Fourth
Labor Day
Columbus Day
Election Day
Veterans' Day
Thanksgiving Day
The Day After Thanksgiving
Christmas Day

b. The Library will also be closed Easter weekend, but no holiday benefits will be paid to employees for those days.

c. The day before Christmas and the day before New Year's Day shall be considered as half (1/2) day holidays. Employees shall be required to work a maximum of three (3) hours on these days while receiving a full day's pay. Part-time employees, however, shall receive this benefit on a pro-rated basis.

Section 2.

If a holiday is observed on an employee's scheduled day off or his/her vacation, he shall be given an in-lieu of day for that day.

Section 3.

Full time employees (part time on a pro-rated basis) who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed.

Section 4.

If any of the holidays listed in Section 1 fall on Saturday or Sunday, the holiday shall be observed either on the preceding Friday or the succeeding Monday and the Library will be opened Saturday except for:

New Year's Day
Memorial Day
July Fourth
Christmas Day

Section 5. Holiday Work.

If an employee works on any of the holidays listed in Section 1, he/she shall be paid his/her regular pay for the day and, in addition, shall receive an alternative day off.

Section 6. Holiday Hours for Overtime Purposes.

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

ARTICLE IX

VACATIONS

Section 1. Choice of Vacation Period.

a. Vacation shall be granted, work schedules permitting, at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority in job classification shall be given his/her choice of vacation period in the event of any conflict over vacation period.

b. The Library will give a written reply to each employee's vacation request within fourteen (14) days of receipt of the request by the employee's supervisor. Requests must be submitted by April 1. If requests are not submitted by April 1, the employee will lose his/her seniority preference.

c. Changes on approved request may only be made with the approval of the Department Head.

d. Vacation may not be accumulated for more than one (1) year except for purposes of travel and study, which must be approved by the Director. Permission may not be unreasonably denied. But, in no case shall vacation be accumulated beyond December 31 of the second year.

e. Employees who have more than one (1) year's accumulated vacation on the effective date of the contract will not lose it and will be permitted to use it.

Section 2. Holiday During Vacation Periods.

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee may elect to extend his/her vacation or take a day in lieu of it.

Section 3. Work During Vacation Period.

An employee may not be called in to work on his/her vacation unless he/she volunteers.

Section 4. Vacation Rights in Case of Layoff or Separation.

a. Any employee who is laid off, discharged, retired, or separated from the service of the Library for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

b. In case of the death of such employee, such payment shall be made to his/her estate.

c. Employees shall receive vacation pay in advance on the last day worked prior to beginning their vacation, if adequate prior notice is given to the employer.

Section 5. Vacation Schedule.

a. All employees covered by this Agreement shall accrue and be entitled to the following annual vacation leave to be credited on January 1 of each year, earned on a pro-rata basis.

b. The annual vacation leave schedule for full time shall be as follows:

1. Librarians (Principal, Senior and Junior)

1st Year	1 1/3 day per month
1-19 years	20 days per year
20-39 years	25 days per year
40+ years	35 days per year

2. All other full time employees covered by the Agreement:

1st year	1 day per month
1-5 years	15 days per year
6-19 years	20 days per year
20-39 years	25 days per year
40+ years	35 days per year

c. The annual vacation leave schedule for part time shall be as follows (Leave days are inclusive; as vacation, sick, and personal):

1st year	0 days
2nd year	# of working days per week
3rd year	2x's # of hours worked per week
4th year	Equivalent to 3x's # of hours worked per week

Newly hired Library Interns, Trainees, Principal Account Clerks and Senior Account Clerks will receive vacation under the non-professional schedule. This effects only new employees and does not impact on anyone already employed as of July 17, 1986.

c. Employees who have completed ninety (90) days on the job shall be eligible to take their accrued vacation.

d. The parties agree the vacation schedule as noted in paragraph (b), above shall not reflect a decrease in any employee's vacation leave that they enjoyed as a result of the previous agreement.

ARTICLE X

PAID LEAVES

Section 1. Personal Leave

a. Each employee will receive a total of four (4) personal days each year which will be non-cumulative. These may not be added to vacation except in case of emergency, subject to the approval by the Director and said disapproval is not grievable. Personal business which exceeds four (4) days in a year shall be deducted from vacation days. Employees hired after the first of the year shall receive personal days on a pro-rated basis.

Section 2. Jury Duty.

Employees shall be granted a leave of absence with pay any time they are required to leave for jury duty or jury service.

Section 3. Union Leave.

Members of the Union who, in accordance with the Union's Constitution and By-Laws are elected or designated to attend any function of the International Union, Council 52 or Council I, to which the Local Union is affiliated, shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, not to exceed three (3) days per person annually, provided that advance notification is given to the Library, in writing, by the Union at least ten (10) days prior to such date the particular function is scheduled.

Section 4. Civil Service Examinations.

Employees shall be allowed time with pay for at least four (4) hours to take open competitive and promotional examinations set up by the Civil Service System for job opportunities offered by the City of Paterson.

Section 5. Military Service Leave.

Employees shall be entitled to military leave in accordance with applicable federal and state statutes and regulations.

Section 6. Sabbatical Leave.

Any employee holding the Masters of Library Science (MLS) or its equivalent who completes seven (7) or more years of service at the Library, may receive a sabbatical leave for six (6) months at full year's pay or one (1) year at one-half (1/2) pay. Employees eligible for this benefit must apply to and be approved by the Board of Trustees through the Library Director. Such approval will not be unreasonably denied.

Section 7. Bereavement Leave.

Five (5) working days bereavement leave will be granted to any employees for death in immediate family, as defined by City practice: Father, mother, brother, sister, husband, wife, child, in-laws, grand-parent, and grand-child.

ARTICLE XI

SICK LEAVE

Section 1. Allowance.

a. Any employee contracting or incurring any non-service connected sickness or disability, or is quarantined by the Health Authorities, or is unable to schedule medical visits during non-working hours, shall receive sick leave with pay.

b. Employees shall be eligible for accrued sick leave after thirty (30) days service with the Library.

c. Employees shall be allowed one and one quarter (1 1/4) days of sick leave for each month of service for a total of fifteen (15) days per year. Permanent employees will receive sick days totalling fifteen (15) on January 1, following one (1) year of employment. (Sick days will be pro-rated from hiring date until January 1). Temporary employees must accrue sick days at the above rate.

d. An employee may be required by the Library to produce a doctor's certificate after five (5) consecutive days of sickness or disability.

e. The Employer may request, at his/her own expense, a doctor's certificate from any employee who has been absent for reason of sickness for more than fifteen (15) non-consecutive days in any calendar year.

f. All time for which an employee is credited with sick leave shall be considered as time worked.

Section 2. Sick Leave Accumulation.

a. Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the paid service of the Library.

b. Employees who retire after twenty (20) years of service shall receive compensation for unused accumulated sick leave at the rate of full daily rate of pay, based upon the average base pay received during the last full year of his/her active employment prior to the effective date of said retirement.

c. There shall be a maximum payout for unused accumulated sick leave of \$7,500.00 per employee.

Section 3. Absence Due to Injury and Worker's Compensation.

a. The Library shall provide coverage for all employees covered by this Agreement under the Worker's Compensation Law.

b. Employees who are unable to perform the duties of their employment because of injuries received in the service of the Library, shall receive a supplemental sum equal to the difference between their net wages and their compensation benefits, not to exceed six (6) months and such supplemental sum shall not be deducted from sick leave credits or accrued vacation leave.

Section 4. "Compassionate" Additional Sick Leave.

a. An employee who exhausts his/her sick leave may apply for up to sixty (60) days of additional "compassionate" paid sick leave from the Board of Library Trustees through the Director. A response must be given after the next Board meeting.

b. Compassionate leave shall be restricted to employees who have completed five (5) years of employment with the Library, and have exhausted all other time (sick-vacation-personal).

ARTICLE XII

UNPAID LEAVES OF ABSENCE

Section 1. Eligibility Requirements.

Employees may be eligible for leaves of absence after six (6) months service with the Library.

Section 2. Application For Leaves.

a. Any request for a leave of absence shall be submitted in writing, from the employee to his/her immediate supervisor. The request shall state the date the leave of absence is being requested and the appropriate length of time off the employee desires.

b. If a leave of absence is authorized, the Library Director will inform the employee of it in writing.

c. Any request for a leave of absence shall be answered promptly. As for immediate leaves because of special urgency, they shall be answered, if possible, at the end of the shift on which the request is submitted.

d. Employees shall be returned to the job classifications and locations (if possible) that they held at the time the leave of absence was approved.

Section 3. Reasonable Purpose.

a. Leaves of absence without pay, and not to exceed six (6) months, may be granted with the approval of the Library Board of Trustees, for reasonable purpose and such leave may be extended or

renewed for an additional six (6) months. Reasonable purpose may not be construed to mean seeking or working on another job.

h. Reasonable purpose in each case shall be agreed upon by the Union and the Library.

Section 4. Union Business.

a. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Library may, with the written request of the Union and the approval of the Library Board of Trustees, be granted a leave of absence. The leave of absence shall not exceed six (6) months, but it may be renewed or extended for a similar period at any time upon the request of the Union.

b. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon the request of the Union.

c. Sub-sections (a) and (b) above shall not apply to more than three (3) employees at any given time.

Section 5. Maternity.

Maternity leaves, not to exceed six (6) months, shall be granted at the request of an employee. Maternity leaves may, upon the request of the employee be extended or renewed for a period not to exceed six (6) months. A pregnant employee may work until term if she is able and wishes to do so.

Section 6. Education.

a. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for educational purposes. Courses must be in a field related to his/her work. The period of the leave of absence shall not exceed one (1) year.

b. One (1) year of absence for educational purposes shall not be provided more than once every three (3) years.

c. Work schedules permitting, employees may also be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of similar nature that are intended to improve or upgrade individual skills or professional ability.

ARTICLE XIII

SALARY AND LONGEVITY

Section 1. Salary Increases.

The following increase will be given to all employees:

a. Effective January 1, 1990 all employees will be given a 3.5% increase as of the first full pay period of 1990. All employees on the payroll as of January 1, 1991 will receive a 3% increase as of July 1, 1991. All employees on the payroll as of January 1, 1992 will receive a 3% increase as of July 1, 1992.

b. The above increases, exclusive of longevity and other benefits specifically enumerated in this Agreement, shall be the only monetary increases due employees during the term of this Agreement.

c. Upon promotion of an employee, a \$750.00 increase will be given. After a ninety (90) day working test period and successful evaluation another \$750.00 increase will be given or the minimum for that title whichever is greater.

d. The Library cannot pay more than ten (10%) percent above the average salary of employees classification for an entry level employee. The average shall be computed by taking the highest base salary paid to an employee in a particular job title/classification and adding to that the lowest base salary paid to an employee in the same title/classification and dividing it by two (2).

e. A night shift differential effective with the signing of this Agreement will be paid at a rate of three (3%) percent for full-time-

employees whose shift requires them to work after 4:00 p.m. This clause does not apply to an employee working 9-5 or 10-6.

Section 2. Minimum Hiring Rates.

The minimum hiring rate will be \$13,500.

Section 3. Longevity Service Pay.

Longevity shall read the same as the Longevity package for the City of Paterson which consists of:

5 Years of Service	-	2%
10 Years of Service	-	4%
15 Years of Service	-	6%
20 Years of Service	-	10%
25 Years of Service	-	12%

ARTICLE XIV

HEALTH BENEFITS

Section 1.

The Employer is responsible for complete payment for the Health Plan now in existence for employees and their families under the same rules and regulations that currently exist.

Section 2. Dental Plan.

Each employee shall receive, fully paid by the employer, single employee coverage. This insurance shall include an option for family coverage by payroll deduction, subject to the Dental Plan's rules and regulations.

Section 3. Life Insurance.

The Library will continue to provide for Life Insurance, and Accidental Death and Dismemberment Insurance, in accordance with the provisions of the PERS (Public Employment Retirement System).

Section 4. Drug Prescription Plan.

The Library shall continue to provide a Drug Prescription Plan for employees with the exclusion of oral contraceptives, at \$2.00 co-pay. This insurance shall include an option for family coverage by payroll deduction, subject to the Drug Prescription Plans's rule and regulations.

Section 5. Optical Plan.

The City shall continue to provide, to employees only, coverage under the Optical Plan in effect on December 31, 1983.

Section 6.

The City reserves the right to change carriers or self insure on all Medical-Health Benefits, provided that benefits are not reduced. The City agrees to notify the Union prior to any such change.

As part of the bargaining process the Union agreed to change the City of Paterson Health Insurance Program deductible amounts for Family Coverage from \$200.00 to \$450.00, and Single Coverage from \$100.00 to \$200.00 as of November 1990. Also the Drug Prescription Card will change in November 1990 from \$2.00 to \$4.00 Co-pay.

Section 7. Commencement of Coverage.

a. The hospitalization and medical provisions of this Agreement shall be available for new employees covered by this Agreement who have completed ninety (90) continuous work days with the Library.

b. Employees on the payroll as of the date of the signing of the Memorandum of Understanding (April 12, 1984) and not in the above insurance plans, shall be entitled to coverage under the provisions of this article; upon completion of thirty (30) continuous work days.

Section 8. Termination of Coverage.

Coverage will terminate upon the absence of an employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or disability.

ARTICLE XV

PART-TIME EMPLOYEES

Part-time employees under fifteen (15) hours per week will not be included in the bargaining unit.

Working fifteen (15) hours but less than twenty (20) hours per week will have benefits as specified in the bargaining agreement on a pro-rated basis excluding health benefits.

Working twenty (20) hours a week or more will receive health benefits. In addition to benefits described in paragraph b.

ARTICLE XVI

SETTLEMENT OF DISPUTES

Section 1. Grievance Purpose and Definitions.

a. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

b. In the wording of this statement of procedure, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.

c. Any employee shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination or reprisal.

d. A grievance is a violation of this Agreement or the interpretation or application of it.

e. The term "days" when used in this Article, shall, except where otherwise indicated, exclude Saturdays, Sundays, and Holidays.

Section 2. Procedure.

a. It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below, may be extended.

b. If the Employer does not answer a grievance or an appeal thereof to the employee or AFSCME 2903, Council 52 within the specified time limits, the aggrieved employee may proceed to the next step of the grievance procedure. Failure to announce the appeal of a grievance to the next step within the specified time limits shall terminate the grievance. However, failure on the part of management to implement a decision in favor of the grievant at any step will not preclude the aggrieved or the Union from proceeding to the next step despite the lapse of time limits.

c. Nothing contained herein shall prevent any employee from processing his/her own grievance, provided a member of the Grievance Committee is present as an observer at any hearing on the individual's grievance.

d. If, in the judgment of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee may process and institute such a grievance at Step 3 of the grievance procedure, provided it is initiated and signed by a Union Representative and/or at least one of the aggrieved employees.

Section 3. Grievance Steps.

Step 1: Immediate Supervisor and Department Head

Any employee covered by this Agreement who feels himself/herself to have a grievance may take up the grievance with his/her immediate supervisor and the Department Head within fifteen (15) days of the date upon which the employee became aware of it, or within fifteen (15)

days from the date of its occurrence. The immediate supervisor and the Department Head shall attempt to adjust the grievance on an oral or informal basis within two (2) days. If the grievance is denied, it shall be denied in writing. A grievant shall be entitled to representation by a steward and/or other authorized Union Representative.

Step 2: Library Director.

If the grievance has not been resolved, the grievance may be submitted to the Library Director within five (5) days following the determination at Step 1. Within five (5) days of notification by the Union, a meeting will be held with the Library Director or his/her designee. The grievant may be represented at this meeting by his or her steward, the Local President or his or her designee and Council 52. A decision will be rendered, in writing, within five (5) days following the meeting.

Step 3: Library Board of Trustees.

If the grievance has not been resolved, it may be submitted, within ten (10) days of the determination at Step 2, to the President of the Board of Trustees or his/her designee. Within (10) days of notification by the Union or at the next regular Board of Trustees meeting, whichever is sooner, a meeting will be held with the Board of Trustees or a committee designated by the Board. The grievant may be represented at this meeting by his or her steward, the Local President or his or her designee and/or Council 52. The Union shall be entitled

to discovery, in writing, and both the Union and Management shall have the right to call witnesses, if they choose, at the aforementioned meeting. A decision will be rendered, in writing within five (5) days following the meeting.

Step 4. Arbitration.

a. If the grievance has not been resolved at Step 3, then, within ten (10) days from determination of the grievance at Step 3, the Union may submit the grievance to arbitration.

b. In the event that the employee elects to pursue Civil Service procedures, he/she may not choose to use arbitration.

c. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of the Public Employment Relations Commission (PERC) of the State of New Jersey. Simultaneously, with application to the Public Employment Relations Commission, the Union will send notice to the Employer of its application for arbitration.

d. The decision of the Arbitrator shall be final and binding on the parties. Only matters pertaining to the application and/or interpretation of the provisions of this Agreement may be brought to arbitration. No Arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.

Section 4. Matters Relevant to the Grievance Procedures.

a. Grievance Committee members may investigate and process grievances during working hours. The performance of this function shall not interrupt the normal operation of the Library.

b. The names of the members of the Local Union who may represent the employees shall be certified in writing to the Employer by the Local Union.

c. The Local Union President or his/her designated representative shall, when situations warrant, be free to bring to the attention of the Library Director, any conditions which may be a threat to the normal operating conditions of the Library.

d. The Union reserves the right to have a non-employee Union representative present at all steps of the grievance procedure.

ARTICLE XVII

DISCIPLINE AND DISCHARGE

Section 1. Exercise of Rights.

a. Disciplinary action or measures shall include only warnings, suspensions, demotions, and discharges. The Employer may demote an employee, however, only for gross incompetence. This does not supersede any other provisions of this Agreement.

b. Disciplinary action may be imposed upon an employee only for just cause. Any action taken with respect to an employee may be processed through the grievance procedure. Any action which provides for loss of pay, demotion or discharge may, if the Union desires, start on the second step of the grievance procedure.

c. The Employer, except in cases involving bodily harm or damage to property or loss of property, shall give the Union five (5) days notice, in writing, of the intention to suspend or discharge an employee. The Union and the Employer shall make every effort to resolve the matter. If the matter cannot be resolved and the action takes place, the Local Union Representative and the employee will be given, in writing, the reason for the action. The writing served on the employee shall contain a description of the alleged acts and conduct including references to dates, time and places.

d. It is the policy of the Library not to reprimand an employee before other employees or the public.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion.

a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

b. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section 2. Union Activities on Library's Time and Premises.

a. The Library and the Union recognize that Union officers and stewards have in their relationship to their jobs a need for continuity in the assigned location which exceeds that of other fellow employees. Work schedules permitting, the Library will endeavor to maintain Union Officer and Job Steward continuity in their job assignments.

Section 3. Contract Negotiations.

a. The Library will give time off with no loss of pay for five (5) members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

b. This contract and its provisions will be extended to remain in full force and effect during any extended periods of negotiations that take place on the new contract subsequent to this contract's expiration date.

Section 4. Work Rules.

a. The Library agrees that new work rules or changes in existing rules shall not become effective until they have been discussed by the Library and the Union.

b. Employees shall comply with all existing rules, regulation, directives and Board policies that are not contravened by the terms of this Agreement, provided that these rules, regulations, directives and Board policies are uniformly and equitably applied and enforced.

Section 5. Protection and Security for Employees.

The Library shall make every effort to provide adequate security and protection at all work installations for all employees during their respective shifts. This Section does not include the obligation on the part of the Employer to hire security guards.

Section 6. Parking.

The Library will make every effort to provide parking facilities for its employees at various work locations at no cost to the Library.

Section 7. Temporary Employees.

The Library shall follow Civil Service Law, Rules and Regulations with respect to temporary employees.

Section 8. Car Allowance.

Employees who are authorized to use their personal automobiles on Library business, will be reimbursed at the rate of twenty-eight (.28) cents per mile.

Section 9. Disabled Employees.

The Library shall make every effort to place employees, who become partially disabled on their present jobs, on work which they are able to perform.

Section 10. Labor-Management Committee.

Conferences between representatives of the Employer and at least three (3) representatives of the Local Union on important matters, may be arranged by mutual agreement between the Local President and the Library Director. Arrangements for the time, date and place of such conference shall be made in advance and an agenda of the matters to be taken up shall be presented prior to the meeting. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meeting fall within their regular work hours.

Section 11. Time-Off for Meetings.

When meetings requiring participants of the Union and the Library, like departmental meetings, court proceedings, quasi-judicial meetings and administrative meetings are called by the Employer during working hours, participating employees shall not lose pay as a result of such attendance.

Section 12. Staffing.

A minimum staffing level of two (2) persons is required for public access to any branch or department.

Section 13. Uniform Allowance.

A uniform allowance will be paid for security, maintenance, van clerk/driver per the following schedule:

1. July 1, 1991 - \$150.00
2. July 1, 1992 - \$300.00

★

ARTICLE XIX

SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a Court of competent jurisdiction, such decision of the Court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XX
MANAGEMENT RIGHTS

The Employer retains and reserves the powers, rights, authority, duties and responsibilities conferred upon and vested in him/her prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States; except that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and expressed terms of this Agreement. None of these rights shall be exercised in an arbitrary, capricious or discriminating manner.

ARTICLE XXI

NO STRIKES

Neither the Union nor any employee shall induce, or engage in any strikes, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XXII

TOTAL AGREEMENT

The foregoing constitutes the entire Agreement between the parties and shall supercede any and all such previous rules, regulations, and laws. No verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto and designated as an amendment to this Agreement, shall supercede or vary the provisions herein.

ARTICLE XXIII

TERM AND RENEWAL

This Agreement shall be in full force and effect retroactive to Jan. 1, 1991, and shall remain in effect up to and including June 30, 1993. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change or modify this Agreement.

This agreement has been signed _____.

FOR THE UNION:

Barbara Kearney
William Merzoucolo

FOR THE LIBRARY:

[Signature]
Steve L. Welch